

# General Terms and Conditions of PC-Future GmbH

As of: March 26, 2026

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## 1. Scope of Contract

All following conditions apply to all services and software products of PC-Future GmbH, Senkenweg 11, 86972 Schwabniederhofen, or a commissioned subcontractor. For mobile applications (apps), the provisions in Sections 19–26 apply additionally.

## 2. Subject of Contract

Services are performed during normal working hours, Mon–Thu 9:00–17:00, Fri 9:00–15:00 (public holidays excluded).

## 3. Offer and Order

Offers are non-binding. Contracts are concluded through written confirmation, dispatch of goods, or performance of service.

## 4. Prices

All prices in euros. VAT charged additionally. App Store® prices are final prices including VAT.

## 5. Payment

Invoices due immediately upon receipt. For in-app purchases: payment via Apple® App Store® exclusively. PC-Future GmbH receives no payment data.

## 6. Shipping Conditions

Shipping method at PC-Future GmbH's discretion. Risk transfers to buyer upon carrier handover.

## 7. Right of Withdrawal

Two-week withdrawal period. For digital content (app downloads, in-app purchases): withdrawal right expires when user begins execution and has expressly consented.

## 8. Goodwill Returns

After withdrawal period: only for demonstrably incorrect delivery. Cancellation fee: 10%.

## 9. Ownership Rights

All rights to documentation remain with PC-Future GmbH. Products remain property until full payment.

## 10. Warranty

6 months from delivery. For software/apps: warranty that software essentially fulfills product description. No guarantee for uninterrupted operation or complete compatibility.

## 11. Withdrawal and Compensation

Withdrawal possible in case of payment suspension or insolvency. Lump-sum compensation: 10%.

## 12. Limitation of Liability

Liability for intent or gross negligence. No liability for slight negligence, consequential damages, or user-caused data loss.

### **13. Service Prerequisites**

Customer ensures environmental conditions. Confidentiality obligations for all accessible documents. Valid software license required.

### **14. Remote Maintenance**

Access only with customer participation (session number). Encrypted transmission. Copied data deleted after completion.

### **15. Individual Orders**

Minimum one working hour per order. Started hours rounded up. Travel costs for on-site services.

### **16. Data Protection**

GDPR and BDSG compliance. Privacy policies: [www.pc-future.de/datenschutz-en.html](http://www.pc-future.de/datenschutz-en.html) (Website), [www.pc-future.de/datenschutz-app-en.html](http://www.pc-future.de/datenschutz-app-en.html) (App EN), [www.pc-future.de/datenschutz-app-de.html](http://www.pc-future.de/datenschutz-app-de.html) (App DE).

### **17. Legal Form**

PC-Future GmbH, Munich District Court, No. 137285.

### **18. Jurisdiction**

Weilheim. German law applies. Invalid provisions do not affect remaining provisions.

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## **Supplementary Provisions for Mobile Applications (Apps)**

Apply to all apps by PC-Future GmbH, particularly “Shopping List + Pantry” / “Einkaufsliste + Vorrat”.

### **19. App Contract Subject**

Provision of the app via Apple® App Store®. Contract concluded with download confirmation or in-app purchase. The app includes:

- Free basic version: Up to 20 items + 3 AI recipe scans
- Full version (one-time purchase): Unlimited items
- AI scan packages (one-time purchase): Additional scans — apply to entire family account

### **20. Prices and In-App Purchases**

Final prices including VAT in App Store®. One-time purchases, no subscriptions.

### **21. Usage Rights (License Terms)**

Simple, non-transferable usage right on own Apple® devices. Prohibited:

- Reverse engineering, copying, decompiling
- Distribution, rental, lending
- Commercial use without consent
- Circumventing security measures

### **22. Availability and Cloud Services**

No 100% availability guarantee for cloud services (AI recognition, barcode databases). App generally usable offline.

### **23. Updates and Development**

Minimum 2 years of updates after initial download. Development with valid reason, no additional costs, clear user information.

### **24. Software Warranty**

No warranty claim for: incompatible environment, refused compatibility cooperation, outdated versions, user modifications.

### **25. App and Data Liability**

No liability for user-caused data loss. Backup function (JSON) available. No liability for third-party data accuracy (allergens from Open Food Facts).

### **26. Acceptance of Terms**

Terms available via App Store® and [www.pc-future.de/agb-en.html](http://www.pc-future.de/agb-en.html). Consent through download or in-app purchase. Privacy policy at [www.pc-future.de/datenschutz-app-en.html](http://www.pc-future.de/datenschutz-app-en.html).

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